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ATTORNEY GENERAL OF NEW JERSEY  
Richard J. Hughes Justice Complex  
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Attorney for Plaintiff

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SUPERIOR COURT OF NEW JERSEY  
SPECIAL CIVIL PART - MIDDLESEX COUNTY  
DOCKET NO. MID-DC-286-23

MARLENE CARIDE, )  
COMMISSIONER OF THE NEW )  
JERSEY DEPARTMENT OF )  
BANKING & INSURANCE, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
RUPALBAHE SHAH, )  
 )  
Defendant. )

Civil Action

**STIPULATION OF SETTLEMENT**

WHEREAS Plaintiff Marlene Caride, Commissioner of the New Jersey Department of Banking and Insurance ("Plaintiff" or "Commissioner"), and Defendant Rupalbahe Shah ("Defendant") (collectively, "Parties") have reached an amicable agreement resolving the issues in controversy, and consented to the entry of the within Stipulation of Settlement ("Settlement").

WHEREAS the Parties have determined and hereby agree that settlement is in each of their best interests, and for good cause shown.

NOW THEREFORE, the Parties agree fully and finally to settle this matter pursuant to the terms and conditions below.

1. Defendant admits that she submitted a fraudulent invoice to an insurance company in support of a homeowner's insurance claim, and violated the New Jersey Insurance Fraud Prevention Act, N.J.S.A. 17:33A-1 to -30 ("Fraud Act"), specifically N.J.S.A. 17:33A-4(a) (1).

2. Defendant's aforementioned conduct constitutes one violation of the Fraud Act, and any future violations of the Fraud Act shall be considered second and subsequent violations pursuant to N.J.S.A. 17:33A-5(c).

3. Defendant agrees that she shall not engage in any future violations of the Fraud Act.

4. Defendant shall pay a total judgment of \$4,175.00 to the Commissioner ("Settlement Amount"). This Settlement Amount consists of \$3,500.00 in civil penalties pursuant to N.J.S.A. 17:33A-5(b); \$500.00 in attorneys' fees pursuant to N.J.S.A. 17:33A-5(b); and a \$175.00 statutory surcharge pursuant to N.J.S.A. 17:33A-5.1.

5. Defendant shall satisfy the Settlement Amount upon the following terms and conditions:

a. Immediately upon execution of this Settlement by Defendant, Defendant shall remit to the attorney for the Commissioner a payment in the amount of \$4,175.00 by certified check, official bank check, or money order made payable to the "Commissioner, New Jersey Department of Banking and Insurance" and sent to:

Nicholas Kant  
Deputy Attorney General  
Banking and Insurance Section  
R.J. Hughes Justice Complex  
25 Market Street  
P.O. Box 117  
Trenton, New Jersey 08625

6. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Settlement has been made to or relied upon by Defendant in agreeing to this Settlement. Defendant represents that this Settlement is freely and voluntary entered into without any degree of duress or compulsion.

7. The Parties agree that each Party shall bear its own legal and other costs incurred in connection with this matter, and no additional attorneys' fees or costs shall be due, except Defendant agrees to pay Plaintiff's attorneys' fees pursuant to N.J.S.A. 17:33A-5(b) in the amount described in Paragraph 4.

8. For purposes of construction, this Settlement shall be deemed drafted by all Parties to this Settlement and therefore shall not be construed against any Party for that reason in any subsequent dispute.

9. The undersigned counsel and any other signatories represent and warrant that they are fully authorized to execute this Settlement on behalf of the persons indicated below.

10. All communications from any party concerning the subject matter of this Settlement shall be addressed as follows:

If to the Commissioner:                    Nicholas Kant  
   Deputy Attorney General  
   Banking and Insurance Section  
   R.J. Hughes Justice Complex  
   25 Market Street  
   P.O. Box 117  
   Trenton, New Jersey 08625

If to Defendant:                            Law Office of Michael Pocchio, Jr.  
   625 Highway 27  
   Iselin, NJ 08830

11. This Settlement may be executed in counterparts, each of which constitutes an original and all of which constitutes one and the same agreement.

12. Pursuant to N.J.S.A. 17:33A-10(c), a copy of this Settlement shall be provided to any appropriate licensing authority.

13. This Settlement may be used in any subsequent civil or criminal proceedings.

14. The penalties of this Settlement are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and protection of the public health, safety, and welfare, and are not intended to constitute debts which may be limited or discharged in a bankruptcy proceeding.

**CONSENTED AS TO FORM, CONTENT, AND ENTRY:**

MATTHEW J. PLATKIN  
ATTORNEY GENERAL  
OF NEW JERSEY  
*Attorney for Plaintiff*

Dated: 3/21/23

By: Nicholas Kant  
Nicholas Kant  
Deputy Attorney General

Dated: \_\_\_\_\_

By: [Signature]  
Michael Pocchio, Jr.  
Attorney for Defendant

Dated: \_\_\_\_\_

By: RN SHAH  
Rupalbahe Shah  
Defendant